

OFFICE OF CHIEF INFORMATION OFFICER
Summary of State Board of Education Agenda Items
July 16, 2020

OFFICE OF TECHNOLOGY AND STRATEGIC SERVICES

06.E. Action: Contract with SHI International Corp to provide for Microsoft Premier Support Services [Goal 5 – MBE Strategic Plan]

Awarded Vendor: SHI International Corp
Somerset, New Jersey

Scope of Project: Under ITS Master Purchase Agreement, The Office of Technology and Strategic Services will work with SHI International Corp to provide Microsoft Premier Support and Services Hours for the following:

Services:	Description	Hours:
Support Assistance	provides consultative assistance for design, development and deployment issues; including infrastructure support, supportability reviews, application development and access to lab facility to assist with product development, testing, and migration activities	540
Problem Resolution Support	provides assistance for problems with specific symptoms encountered while using Microsoft products including troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products.	40
Support Account Management	Includes planning to assess your current state of IT, building a plan to address improvement points and working with you in furtherance of attaining the desired state of your IT operations. Services also incorporates monitoring and managing the quality and timeliness of other Premier Support.	200

Personnel associated with this contract are not former Department employees or related to any Department employees.

Scope of Contract:

- Term of Contract: July 27, 2020–July 26, 2021
- Total amount to be awarded: \$199,101.80
- Method of Award: ITS Master Purchase Agreement

Funding Source: General Funds

This item references Goal 5 of the *Mississippi Board of Education 2018-2022 Strategic Plan*.

Recommendation: Approval

Back-up material attached

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JUN 30 2020

**PROJECT NUMBER 45808
SUPPLEMENT TO
MASTER PURCHASE AGREEMENT
BETWEEN
SHI INTERNATIONAL CORPORATION
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
MISSISSIPPI DEPARTMENT OF EDUCATION**

**OFFICE OF TECHNOLOGY AND STRATEGIC
SERVICES**

This document shall serve as a Supplement to the original Master Purchase Agreement executed December 29, 2015, between SHI International Corporation, a New Jersey corporation having its principal place of business at 290 Davidson Avenue, Somerset, New Jersey 08873 (hereinafter referred to as "Seller") and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi. It is understood by the parties that ITS is executing this Supplement on behalf of Mississippi Department of Education (hereinafter referred to as "Purchaser", "You", "Your", or "Customer"). ITS and Purchaser are sometimes collectively referred to herein as "State".

WHEREAS, the State, pursuant to Request for Proposals ("RFP") No. 3761 requested proposals for the acquisition of Microsoft Premier Support Services;

WHEREAS, Seller was the successful proposer in an open, fair and competitive procurement process to serve as an authorized Microsoft reseller;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

1. The Microsoft Premier Support services provided pursuant to this Supplement will begin July 27, 2020 and will continue in effect through the close of business on July 26, 2021.
2. Seller agrees to provide Purchaser and Purchaser agrees to buy as needed, the support services listed in the attached "Exhibit A" which is incorporated herein and at the prices set forth therein. The parties understand and agree that this acquisition is subject to and controlled by the terms and conditions set forth in the Master Purchase Agreement. In the event of conflict between the terms of this Supplement and the terms of the Master Purchase Agreement, the terms of this Supplement shall prevail.
3. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the

contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

4. All other provisions in the underlying Master Purchase Agreement shall remain unchanged.

5. Seller represents and warrants that no official or employee of Purchaser or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Supplement. The Seller warrants that it has removed any material conflict of interest prior to the signing of this Supplement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Supplement. The Seller also warrants that in the performance of this Supplement no person having any such known interests shall be employed.

6. The Seller represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Supplement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Supplement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Seller, terminate the right of the Seller to proceed under this Supplement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Seller to any officer or employee of the State of Mississippi with a view toward securing this Supplement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Supplement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Seller as it would pursue in the event of a breach of contract by the Seller, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

7. OVERVIEW. This Services Description describes the various types of Microsoft Premier Support that may be obtained (the "Services") by Purchaser. In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. Unless Microsoft's specifies otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the below.

8. AVAILABLE SERVICES. You may purchase a combination of the following Services, subject to certain minimum requirements. The Services You purchase and the associated fees are set forth below. The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Your assigned Microsoft resource ("Services Resource").

8.1 Proactive Services. Proactive services help maintain and improve the health of IT infrastructure and operations. As part of proactive support, Microsoft offers individual proactive services, available and categorized as maintenance, optimization or education services

8.1.1 Maintenance Services. Maintenance services help prevent issues in Your Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

- a. **Assessment Program:** An assessment on the design, technical implementation, operations or change management of Your Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource(s) will work directly with You to remediate possible issues and provide a report containing the technical assessment of Your environment, which may include a remediation plan.
- b. **Health Check:** An implementation assessment review of Your Microsoft engineer implementation against Microsoft recommended practices. A Microsoft resource plans the health check engagement with You, performs the review, analyzes the data and delivers a report upon completion.
- c. **Offline Assessment:** An automated assessment of Your Microsoft technology implementation with data collected remotely, or by a Microsoft engineer at Your location. The data gathered is analyzed by Microsoft using on-premises tools, and Microsoft shall provide You with a report of Microsoft's findings and remediation recommendations.
- d. **Proactive Monitoring:** Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps You to create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.
- e. **Proactive Operations Programs (POP):** A review with Your staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft support resource.
- f. **Risk and Health Assessment Program as a Service (RAP as a Service):** An automated assessment of Your Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a finding report containing remediation recommendations.
- g. **Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus):** RAP as a Service is provided and is followed up with a customized system optimization workshop at Your location (for up to two days), that is focused on remediation planning and knowledge transfer.

8.1.2 Optimization Services. Optimization Services focus on the goals of optimal utilization of the Your technology investment.

- a. **Development Focused Services:** Services available to assist Your staff build, deploy, and support applications built with Microsoft technologies.
- b. **IT Services Management:** A suite of services designed to help You evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the

dynamics of cloud-based services when moving an application or service to the cloud.

- c. **Lab Services:** Where available in your geography, Microsoft can provide you with access to a lab facility to assist you with product development, benchmarking, testing, prototyping, and migration activities on Microsoft products.
- d. **Remediation Services:** Direct engagement with a Microsoft engineer to address findings identified during an Assessment service.
- e. **Security Services:** The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats.

8.1.3 Education Services. Education services provide training that help to enhance Your support staff's technical and operational skills through either onsite, online or on-demand instruction. You may modify the contract to add funding for additional Education Services or, at Your request, Microsoft will deduct an equivalent amount of Your contracted Support Assistance hours to cover the Education Services You select. Education Services can include the following:

- a. **Chalk Talks:** Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft engineer either in person or online.
- b. **On-demand Education:** A subscription service that grants access to a collection of online training materials from a workshop library developed by Microsoft engineers. Subscriptions are sold on a per seat basis.
- c. **Webcasts:** Microsoft-hosted education sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online. Webcasts can be purchased on a per-attendee basis or as a dedicated delivery to your organization.
- d. **Workshops:** Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft engineer in person or online. Workshops are purchased on a per- attendee basis or as a dedicated delivery to your organization. Workshops cannot be recorded without express written permission from Microsoft. **All registration requirements for Workshops must be completed by You 60 days prior to the expiration date below.**

Any materials or sample code provided to participants in conjunction with an Education Service are intended for the exclusive use of the participant.

8.1.4 Support Assistance. Where available, proactive services may be sold as a quantity of Support Assistance hours. These hours can be exchanged for one or more proactive services, described above, at current rates that are provided by your Microsoft Services representative. After scheduling the proactive service, Microsoft will deduct the appropriate number of Support Assistance hours from Your balance, rounded up to the nearest hour, to cover the value of a daily rate or the fixed fee for the service. If You

orders one type of Support Assistance service and wish to exchange it for another, You may apply the hours already purchased to that alternative service, where available and agreed upon with Your Service Delivery Manager.

8.2 Service Delivery Management. Service Delivery Management (Support Account Management) activities help to build and maintain relationships with Your management and service delivery staff as well as to oversee escalation management and managing the elements of Your support offering to meet Your business requirements.

Premier Support packages are coordinated and initiated by a Service Delivery Manager ("SDM"). In certain geographies, this role is also called a Technical Account Manager ("TAM") or Support Account Manager ("SAM"). Service Delivery Management includes planning to assess Your current state of IT, building a plan to address improvement points and working with You in furtherance of attaining the desired state of Your IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support. Service Delivery Management resources also serve as the consolidation point for Your feedback regarding the Services to other Microsoft groups. Service Delivery Management resources can be Pooled, Designated or Dedicated determined by the level of Your engagement with Microsoft. "Pooled" refers to services performed by a group of individuals located remotely, "Designated" refers to on a part-time basis, either onsite or remotely, by a named individual who also services other Microsoft Premier Support customers, and "Dedicated" refers to services provided, either onsite or remotely, by a named individual who is solely focused on a single Microsoft Premier Support customer. The following services are available to customers who purchase Service Delivery Management.

- a. **Service Introduction.** An overview of Premier Support services, including an explanation of how to select and plan proactive services and a demonstration of how to log assisted reactive support requests and utilize available tools.
- b. **Service Delivery Plan.** The Service Delivery Plan ("SDP") is the basis of Your Premier Support services that includes a customized service plan created in collaboration with Your team to determine how and when services are to be applied. Microsoft will monitor and adjust Your SDP based on Your needs throughout the term.
- c. **Service Reviews.** On an ongoing basis, Microsoft will review the past period's services, report to You on what has been delivered and improved, review Your feedback, and discuss any actions or adjustments, which may be required. These reviews may consist of standard status reports and virtual or onsite status meetings (if onsite travel is authorized). Customization of the service review is also available, but this may require an additional purchase, depending on the level of service delivery management included in Your purchased Services.
- d. **Critical Security Support Advice.** Notification of critical Microsoft Security Bulletins. If You has a Designated or Dedicated Service Delivery Management resource, the Service Delivery Management resource will help You assess the effect of this information on Your IT infrastructure.
- e. **Incident Management.** Oversight by Microsoft's service delivery team of support incidents to drive timely resolution and a high quality of support delivery. This may include the development of incident response plans, identification of a primary contact for status updates during incidents and facilitating root cause analysis after an incident has occurred.

- f. **Crisis Management.** Around-the-clock issue ownership and communication to You from the Microsoft service delivery team and Critical Situation Managers during situations in which You experiences critical business impacts.
- g. **Initial Assessment.** A discovery assessment for identifying service needs within Your IT operations environment that helps build an actionable plan to reach the desired state of Your IT operations. In addition, the Service Delivery Management resources will work with Your staff to document risks, which may impact Your connectivity and suggest potential mitigations.
- h. **Remediation Planning.** A consolidation of actions for improvement prompted by the findings of proactive assessments. These findings will be documented as improvement advice with associated remediation within Your SDP. Follow-up takes place through scheduled service reviews.
- i. **Microsoft Product/Online Services Lifecycle Awareness.** Microsoft may provide You with regular reports on developments within the Microsoft organization and shall advise You on any updates around Microsoft product lifecycles or roadmaps which may be applicable to Your organization and may provide benefits for Your organization. This service may be available to You if You has a Designated or Dedicated Service Delivery Management resource.
- j. **Incident Trend Analysis & Advice.** Microsoft may provide one or more reviews of Your incident history. The focus of the Service Delivery Management resource in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping You lower Your IT operations costs. This service may be available to You if You has a Designated or Dedicated Service Delivery Management resource.
- k. **Process Guidance.** Microsoft may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to You if You has a Designated or Dedicated Service Delivery Management resource.

8.3 Reactive Services. Reactive services help resolve issues in Your Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime.

8.3.1 Problem Resolution Support. Problem Resolution Support ("PRS") provides assistance for problems with specific symptoms encountered while using Microsoft products including troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products.

Incident severity definitions, the Microsoft estimated initial response times, and submission requirements are detailed in the below table.

PRS is charged on an hourly basis and hours are deducted from Your pre-paid hours unless Microsoft determines that the problem resulted from a bug in a product that is in mainstream support. Upon Your request, Microsoft collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however,

it is the responsibility of the third party to support its product.

Service Delivery Management will be utilized in the same manner for all problem resolution requests.

The incident severity determines the response levels within Microsoft, initial estimated response times and Your responsibilities. You is responsible for outlining the business impact to Your organization and, in consultation with Microsoft, Microsoft will assign the appropriate severity level. You can request a change in severity level during the term of an incident should the business impact require a change.

Severity and Situation	Microsoft Expected Response	Customer's Expected Response
Severity 1 Catastrophic business impact: <ul style="list-style-type: none"> Complete loss of a core business process and work cannot reasonably continue Needs immediate attention 	<ul style="list-style-type: none"> First call response in one hour or less Our resources at Customer site as soon as possible Critical Situation Manager¹ assigned Continuous effort on a 24/7 basis² Rapid escalation within Microsoft to product items Notification of our senior executives 	<ul style="list-style-type: none"> Notification of Customer's senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Submission via phone only³
Severity A Critical business impact: <ul style="list-style-type: none"> Significant loss or degradation of services Needs attention within one hour 	<ul style="list-style-type: none"> First call response in one hour or less Our Resources at Customer's site as required Critical Situation Manager¹ assigned Continuous effort on a 24x7 basis² Notification of Our Senior Managers 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Management notification Submission via phone only³
Severity B Moderate business impact: <ul style="list-style-type: none"> Moderate loss or degradation of services but work can reasonably continue in an impaired manner Needs attention within two business hours⁵ 	<ul style="list-style-type: none"> First call response in two hours or less Effort during business hours only⁵ 	<ul style="list-style-type: none"> Allocation of appropriate resources to align to Microsoft effort Access and response from change control authority within four business hours Submission via phone or web
Severity C Minimum business impact: <ul style="list-style-type: none"> Substantially functioning with minor or no impediments of services Needs attention within four business hours⁵ 	<ul style="list-style-type: none"> First call response in four hours or less Effort during business hours only⁵ 	<ul style="list-style-type: none"> Accurate contact information on case owner Responsive within 24 hours Submission via phone or web

¹ Critical Situation Managers are individuals who are assigned to help drive prompt issue resolution through case engagement, escalation, resourcing, and coordination.

² Microsoft may need to downgrade the severity level if You is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

³ You may submit online services support requests through the applicable online services support portals.

⁴ 24/7 effort on Severity B issues are not available in all geographies.

⁵ Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and

weekends. Business hours may differ slightly in Your locality.

You may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

Customer is responsible for backing-up Your data and reconstructing lost or altered files resulting from catastrophic failures. You is also responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data.

8.3.2 Onsite Support: Onsite reactive support provides assistance at Your location. This service is subject to Microsoft's resource availability and may require an additional charge per onsite visit.

8.3.3 Development Support Assistance: Help creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies.

8.3.4 Advisory Services: Phone-based support on short-term (typically six hours or less) and unplanned issues for IT Professionals and Developers. Advisory Services may include advice, guidance, root cause analysis, and knowledge transfer intended to help you implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages.

8.3.5 Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues; including infrastructure support, supportability reviews, application development and access to lab facility to assist with product development, testing, and migration activities.

Support Assistance is decremented on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. Microsoft will decrement an appropriate number of Support Assistance hours, rounded up to the nearest minute, to cover the value of a daily rate or fixed fee Support Assistance engagement. Your Services Resource can provide You with the rates applicable to the Support Assistance services requested. If You ordered one type of Support Assistance service and desires to exchange it for another, You may apply those hours to an alternative service where available and agreed by Your Services Resource

8.4 Designated Support Engineering. Designated Support Engineering ("DSE") services may be purchased as pre- defined offerings or as a block of custom hours that can be used to deliver scoped proactive services. When purchased as hours, DSE service hours are deducted from your total purchased hours as they are utilized and delivered. Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure IaaS, Cybersecurity and Dynamics 365, and include required pre-defined proactive services built in. The focus areas for DSE services:

- Help maintain a deep knowledge of your current and future business requirements and configuration of Your information technology environment to optimize performance
- Proactively document recommendations for the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)
- Help make Your deployment and operation activities consistent with Your planned and current implementations of Microsoft technologies.
- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of Your covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

DSE is available during normal business hours (09:00 to 17:30) Local Standard Time, excluding holidays and weekends. DSE services support the specific Microsoft products and technologies selected by You. DSE services are delivered for a single support location. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents.

8.5 Additional Services. You may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description and/or an amendment or modification to this Services Description. Your purchase of additional Services will be charged at the prevailing price at the time an amendment or modification to this Services Description is signed. If You purchases additional Problem Resolution Support hours or converts Software Assurance Benefit incidents to Problem Resolution Support hours, You may also be required to purchase additional Services Delivery Management hours. Prior to delivering additional Services, payment modification must be executed by the parties.

9. PREREQUISITES AND ASSUMPTIONS. Microsoft's delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an amendment or modification to this Services Description. Both You and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this Services Description, You agrees that any travel related expenses incurred by Microsoft will be decremented as a mutually agreed upon fixed fee On-Site Visits as set forth below. On-Site Visits can be purchased proactively, or the fixed fee can be converted at the then current rate from Support Assistance hours.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Microsoft in writing or in an amendment or modification to this Services Description.
- c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft software unless otherwise set forth in an amendment or modification to this Services Description or specifically excluded on the Microsoft Premier Online website at <http://premier.microsoft.com>. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at <http://support.microsoft.com/lifecycle>, unless You has purchased such support in an amendment or modification to this Services Description.

d. Support for pre-release and beta products is not provided except as otherwise provided in an amendment or modification to this Services Description.

e. SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THE AGREEMENT AS LISTED IN THE ATTACHED EXHIBIT SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THIS SERVICES DESCRIPTION.

f. Scheduling of Services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.

g. Microsoft can access Your system via remote connection to analyze problems at Your request. Microsoft personnel will access only those systems authorized by You. Microsoft may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Microsoft promptly upon request. In order to utilize remote connection assistance, You must provide Microsoft with the appropriate access and necessary equipment.

h. You must have access to the Internet in order to take advantage of Internet-based services.

i. Some services may require Microsoft to process and access Customer Data. When they do so, they use Microsoft- approved technologies, which comply with our data protection policies and processes. If You requests that Microsoft use technologies not approved by Microsoft, You understand and agree that You are solely responsible for the integrity and security of Your Customer Data and that Microsoft assumes no liability in connection with the use of non-Microsoft-approved technologies.

j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Service Delivery Management to facilitate delivery of Your Problem Resolution Support. If You purchases additional Problem Resolution Support, Support Assistance, or if You converts Software Assurance to Problem Resolution Support, You may be required to purchase additional Service Delivery Management.

k. Support services are limited to advice and guidance related to code owned by You or by Microsoft.

l. There may be minimum platform requirements for the services purchased.

m. Additional Prerequisites and Assumptions may be set forth in amendment or modifications to this Services Description.

10. CUSTOMER RESPONSIBILITIES. This section sets forth Your performance obligations under this Services Description. Microsoft's performance is predicated upon You fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.

a. You can designate named contacts as set forth in the "Customer Contacts" section in the FNCS, one of which will be the Customer Support Manager ("CSM") for support related

activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:

- One type will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
- One type will receive a shared account ID that provides access to the Microsoft Premier Online Website for information only.

b. When submitting a service request, Your reactive support contacts should have a basic understanding of the problem You are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These individuals should also be knowledgeable about the supported Microsoft products and Your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.

c. You agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level You purchased.

d. You agrees to notify Microsoft of any changes to the designated contacts named on the FNCS.

e. You agrees to provide an internal escalation process to facilitate communication between Your management and Microsoft as appropriate.

f. You may be required to perform problem determination and resolution activities, as requested by Microsoft. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

g. You is responsible for backing up Your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data.

h. You agrees to respond to Government satisfaction surveys Microsoft may provide to You from time- to-time regarding the Services.

i. You agrees to provide reasonable office space, telephone and high-speed internet access, and access to Your internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.

j. You is responsible for any travel and expenses incurred by Your employees or contractors.

k. You may be asked by Your Service Delivery Manager to fulfill other responsibilities specific to the service You purchased.

11. ADDITIONAL TERMS AND CONDITIONS. This section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

a. Products. Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Products will not be purchased under this Agreement.

b. Fixes and Services Deliverables.

- i. **Fixes.*** "Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to You when performing Services (all support, planning, consulting and other professional services or advice, including and resulting deliverables provided to You under this Agreement to address a specific issue. Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, You shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. You may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.
- ii. **Pre-Existing Work.*** "Pre-Existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Agreement. All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.
- iii. **Services Deliverables.*** "Service Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with You at the conclusion of Microsoft's performance of Services. Upon payment in full, Microsoft grants You a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Your internal business purposes, subject to the terms and conditions in the Agreement. You may sublicense these rights to Your Affiliates. Your Affiliates means any government agency, department, office, instrumentality division, unit or other entity of Your state or local government that is supervised by or is a part of You, or which supervises You or of which You is a part, or which is under common supervision with You; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Your state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.
- iv. **Distribution.*** Any distribution of Services Deliverables as permitted by this Section must be pursuant to a license agreement that includes (i) a license grant with a statement of ownership and restrictions consistent with the terms of this Agreement; (ii) a prohibition against reverse engineering, decompiling and disassembly of code, except to the extent expressly permitted by applicable law despite such limitation; and (iii) a disclaimer of all warranties and consequential damages and a reasonable

limitation of liability, each of which must be on behalf of and for the benefit of Us and Our suppliers. You will reimburse Microsoft for any costs or damages that result from Your distribution (either directly or indirectly) or marketing of any Services Deliverables or the use of the Services Deliverables by anyone who obtains them as a result of Your distribution (either directly or indirectly) or marketing.

- v. **Affiliates Rights.** You may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Your Affiliates may not sublicense these rights. You is responsible for ensuring its Affiliates' compliance with this Agreement.

c. **Non-Microsoft software and technology.** You are solely responsible for any non-Microsoft software or technology that You install or use with the Products, Fixes or Services Deliverables. You may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.

d. **Sample Code.** Upon payment in full, Microsoft grants You a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Your internal business purposes only and not to any unaffiliated third party.

e. **Restrictions on use.** You must not (and are not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, You must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. **Reservation of Rights.** All rights not expressly granted are reserved to Microsoft.

g. **Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.

12. TAXES. If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. You shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Agreement and which Microsoft is permitted to collect from You. You shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by You to Your Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, You may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that You shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. You will ensure that any taxes withheld are minimized to the extent possible under applicable law.

13. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You has pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Price (US\$)	
Country: United States	\$199,101.80
Total	\$199,101.80

b. Services by Support Location

Description of Services
Premier Standard <ul style="list-style-type: none">Up to 200 hours for Support Account ManagementUp to 40 hours for Problem Resolution SupportUp to 540 hours Support Assistance

14. CUSTOMER CONTACTS

a. Premier Customer Technical Named Contacts: Any subsequent changes to the Technical Named Contacts should be submitted to the Services Resource.

CSM Contact Name: John Hartley
Address: 359 North West Street Jackson, MS 39201
Phone: (601) 359-3487
Email: JHartley@mdek12.org

b. Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Candy Glenn
Address: Microsoft Corporation

(Attn: Candy Glenn)
Phone: (813) 528-5875
Email: caglen@microsoft.com

15. TERM

This Agreement will be effective on 07/27/20 and end 07/26/21 (the "Expiration Date").

For the faithful performance of the terms of this Supplement, the parties have caused this Supplement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of
Education**

SHI International Corporation

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Mississippi Department of Education

By: _____
Authorized Signature

Printed Name: John Kramen

Title: Chief Information Officer

Date: _____

EXHIBIT A

Microsoft Premier Support Services

Item	Quantity	Cost Per Hour/Each	Extended Cost
Support Account Management	200 hours	\$251.88	\$50,376.00
Workshop, Support Assistance	540 hours	\$256.91	\$138,731.40
Problem Resolution Support	40 hours	\$249.86	\$9,994.40
Unlimited User Access to Premier Online Website	Through July 26, 2021	Included	\$0.00
TOTAL:			\$199,101.80